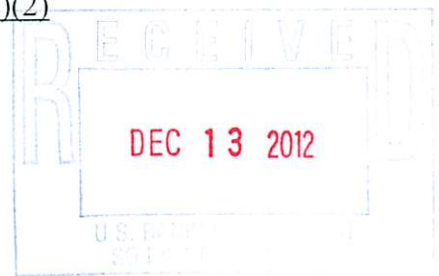


IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----	X	
	)	
In re:	)	Chapter 11
	)	
LEHMAN BROTHERS HOLDINGS, INC.	)	Case No. 08-13555 (JMP)
	)	
	)	
Debtor.	)	(Jointly Administered)
-----	X	

NOTICE OF PARTIAL TRANSFER OF CLAIM  
PURSUANT TO FRBP RULE 3001(e)(2)

1. TO: **BANCA MEDIOLANUM S.p.A.**  
("Transferor")  
  
Attn: Stefano Greco



2. Please take notice of the transfer of an undivided interest in the amount of **USD 28,302.00 (EUR 20,000.00)**, of your claim against LEHMAN BROTHERS HOLDINGS INC. Case No. 08-13555 JMP) in the above-referenced consolidated proceedings, arising from and relating to the guaranty of certain underlying securities described in Claim No. **56626** (attached as Exhibit A hereto), to:

**BANCA FIDEURAM S.p.A**  
("Transferee")

Attn: Emanuele Castro  
Legal Department

An evidence of transfer of claim (including details as to the underlying securities) is attached hereto as Exhibit B. All notices regarding the transferred portion of the claim should be sent to the Transferee at the address attached in Exhibit C.

3. No action is required if you do not object to the transfer of your claim. However, **IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 21 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:**

-- **FILE A WRITTEN OBJECTION TO THE TRANSFER** with:

United States Bankruptcy Court  
Southern District of New York  
Attn: Clerk of Court  
Alexander Hamilton Custom House  
One Bowling Green  
New York, NY 10004-1408

-- **SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE.**

-- Refer to **INTERNAL CONTROL NO.** \_\_\_\_\_ in your objection and any further correspondence related to this transfer.

4. If you file an objection, a hearing will be scheduled. **IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON OUR RECORDS AS A CLAIMANT IN THIS PROCEEDING WITH RESPECT TO THE TRANSFERRED PORTION.**

CLERK

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**FOR CLERK'S OFFICE USE ONLY:**

This notice was mailed to the first named party, by first class mail, postage prepaid on \_\_\_\_\_, 2010.

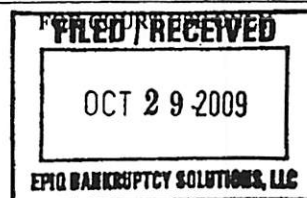
INTERNAL CONTROL NO. \_\_\_\_\_

Copy: (check) Claims Agent \_\_\_\_ Transferee \_\_\_\_ Debtor's Attorney \_\_\_\_

Deputy Clerk

-----

<b>United States Bankruptcy Court/Southern District of New York</b> Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		<b>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</b>	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP)      0000056626	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)  Banca Mediolanum S.p.A. Via F. Sforza, 15 20080 Basiglio (Milano) Italy Attention: Head of Operations Control Unit		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim  Court Claim Number: _____ (If known)  Filed on: _____	
Telephone number: +39 02 90492737      Email Address: <a href="mailto:LehmanTeam@mediolanum.it">LehmanTeam@mediolanum.it</a>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Name and address where payment should be sent (if different from above)  Telephone number: _____      Email Address: _____		1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.  Amount of Claim: <u>See attached</u> (Required)	
<input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.  International Securities Identification Number (ISIN): <u>See attached</u> (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.  Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:  <u>See attached</u> (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.  Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:  <u>See attached</u> (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.			
Date: October 26, 2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.  Name: Massimo Doris      Title: Chief Executive Officer		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			



2

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
In re:

Chapter 11

Lehman Brothers Holdings Inc., *et al.*

Case No. 08-13555 (JMP)


(Jointly Administered)

Debtors.  
-----X

**ANNEX TO PROOF OF CLAIM OF  
BANCA MEDIOLANUM S.P.A.**

1. Claimant. Banca Mediolanum S.p.A. (the "Claimant"), hereby files the accompanying proof of claim (the "Proof of Claim") against Lehman Brothers Holdings Inc. (the "Debtor"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "Petition Date"), as described more fully below.

2. Transactions Between the Parties. The Claimant is the holder and is authorized to act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co. B.V. and Lehman Brothers UK Capital Funding L.P. (the "Obligors") and guaranteed by the Debtor (each a "Program Security" and, together, the "Program Securities") identified on the list of Lehman Program Securities, which is available on the Debtors' website, <http://www.lehman-docket.com> under the heading "Key Documents." The International Securities Identification Number ("ISIN") identifying each Program Security, along with the respective Clearstream Bank blocking reference number and the Clearstream Bank account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 is provided in Exhibit 3 attached hereto. The Program



Securities issued by Lehman Brothers Treasury Co. B.V. have also the benefit of an express, unconditional and irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of Lehman Brothers Treasury Co. B.V. pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 4, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

3. Claim. The Claimant is the holder and is authorized to act on behalf of the holders of certain securities described more fully in Exhibit 1 hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ 17,561,999.56 plus, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "Claim"). An itemization of certain amounts comprising the Claim is set forth on Exhibit 2 attached hereto.

4. Security Interests and Priority Status. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.

5. Claims, Counterclaims, Setoffs and Defenses. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.

6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or



person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

7. Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.



**EXHIBIT 1**

ISIN Code	Clearstream blocking reference #	Clearstream account #	Sub- custodian account #	Issuer	Nominal Amount
XS0202417050	CA34272	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 304,000.00
XS0301086475	CA37495	11729	290337.0202	Lehman Brothers Treasury Co. B.V	No. Of Units 30
XS0148360042	CA34279	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 15,000.00
XS0162289663	CA34280	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 101,000.00
XS0163559841	CA34281	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 92,000.00
XS0176153350	CA34282	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 1,219,000.00
XS0178969209	CA34283	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 571,000.00
XS0181945972	CA34286	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 1,248,000.00
XS0185655445	CA34289	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 365,000.00
XS0189294225	CA34291	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 2,498,000.00
XS0197173643	CA34318	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 39,000.00
XS0200284247	CA34320	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 2,282,000.00
XS0208459023	CA34323	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 50,000.00
XS0210433206	CA34322	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 30,000.00
XS0210782552	CA34324	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 14,000.00
XS0211093041	CA34326	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 176,000.00
XS0211814123	CA34325	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 2,580,000.00
XS0218304458	CA34328	11729	290337.0202	Lehman Brothers Treasury BV CW	EUR 10,000.00
XS0286535223	CA34332	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 3,000.00

*[Handwritten signature]*

XS0302634059	CA34334	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 20,000.00
XS0310507743	CA34335	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 5,000.00
XS0305646696	CA34339	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 15,000.00
XS0296156085	CA34345	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 200,000.00
XS0215349357	CA34329	11729	290337.0202	Lehman Brothers UK Capital Funding L.P.	EUR 200,000.00

ISIN Code	Monte Titoli blocking reference #	Monte Titoli account #	Issuer	Nominal Amount
IT0006578600	082067673	63062	Lehman Brothers Treasury Co. B.V.	EUR 60,000.00

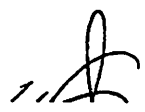




EXHIBIT 2

ISIN Code	Nominal Amount (EUR)	Interest** (EUR)	Total (EUR)	Nominal Amount (USD)*	Interest (USD)*	Total (USD)*
IT0006578600	60,000.00	1,177.00	61,177.00	84,906.00	1,664.94	86,570.94
XS0202417050	304,000.00	8,058.00	312,058.00	430,190.40	11,402.67	441,593.07
XS0301086475	30,000.00	0.00	30,000.00	42,453.00	0.00	42,453.00
XS0148360042	15,000.00	0.00	15,000.00	21,226.50	0.00	21,226.50
XS0162289663	101,000.00	2,524.00	103,524.00	142,925.10	3,571.31	146,496.41
XS0163559841	92,000.00	1,780.00	93,780.00	130,189.20	2,519.04	132,708.24
XS0176153350	1,219,000.00	33,799.00	1,252,799.00	1,725,006.90	47,829.62	1,772,836.52
XS0178969209	571,000.00	15,718.00	586,718.00	808,022.10	22,242.02	830,264.12
XS0181945972	1,248,000.00	29,687.00	1,277,687.00	1,766,044.80	42,010.01	1,808,054.81
XS0185655445	365,000.00	9,099.00	374,099.00	516,511.50	12,875.86	529,387.36
XS0189294225	2,498,000.00	42,566.00	2,540,566.00	3,534,919.80	60,234.68	3,595,154.48
XS0197173643	39,000.00	161.00	39,161.00	55,188.90	227.65	55,416.55
XS0200284247	2,282,000.00	68,081.00	2,350,081.00	3,229,258.20	96,340.72	3,325,598.92
XS0208459023	50,000.00	1,118.00	51,118.00	70,755.00	1,581.67	72,336.67
XS0210433206	30,000.00	1,043.00	31,043.00	42,453.00	1,475.42	43,928.42
XS0210782552	14,000.00	0.00	14,000.00	19,811.40	0.00	19,811.40
XS0211093041	176,000.00	2,029.00	178,029.00	249,057.60	2,871.66	251,929.26
XS0211814123	2,580,000.00	62,011.00	2,642,011.00	3,650,958.00	87,751.87	3,738,709.87
XS0218304458	10,000.00	230.00	10,230.00	14,151.00	325.67	14,476.67
XS0286535223	3,000.00	0.00	3,000.00	4,245.30	0.00	4,245.30
XS0302634059	20,000.00	123.00	20,123.00	28,302.00	173.69	28,475.69

XS0310507743	5,000.00	8.00	5,008.00	7,075.50	10.75	7,086.25
XS0305646696	15,000.00	81.00	15,081.00	21,226.50	113.98	21,340.48
XS0296156085	200,000.00	0.00	200,000.00	283,020.00	0.00	283,020.00
XS0215349357	200,000.00	4,140.00	204,140.00	283,020.00	5,858.63	288,878.63

<b>Total Claim Amount</b>	<b>USD \$ 17,561,999.56</b>
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*\* Amounts due in Euro have been converted to US Dollars using the exchange reference rate published by the European Central Bank (ECB) for September 15, 2008: 1 Euro = 1.4151 USD*

*\*\* Interest accrued until September 14, 2008 (included)*

. 1

**EXHIBIT 3**

**Evidence of Ownership**

A



Lehman Brothers Holdings Inc. Chapter 11, Case No. 08-13555 (JMP) (Jointly Administered)

### STATEMENT

Intesa Sanpaolo S.p.A., represented by Mr. Ivo Angelin, in his capacity as manager, having its registered office in Torino (Italy), Piazza San Carlo 156, in order to allow its depositor holding Lehman Programs Securities, as defined by the order entered on July 2, 2009 by the U.S. Bankruptcy Court for Southern District of New York, to file a proof of claim against Lehman Brothers Holdings Inc.

### CERTIFIES

That, at the date of October 21 2009, Banca Mediolanum S.p.A., having its registered office in Via F. Sforza - Palazzo Meucci Milano 3 - Basiglio (MI) post code 20080 through its account no. 290337.0202 is the depositor of the Lehman Programs Securities listed below and that Clearstream Bank, at our request, assigned to each Lehman Programs Security a blocking reference number, as stated below.

	Issuer	ISIN Code	Currency	Outstanding Principal	Clearstream Blocking Reference Number	Clearstream participant's acct number
1	LBT	XS0202417050	EUR	304,000.00	CA34272	11729
2	LBHI	XS0128857413	EUR	107,000.00	CA34278	11729
3	LBT	XS0148360042	EUR	15,000.00	CA34279	11729
4	LBT	XS0182288683	EUR	101,000.00	CA34280	11729
5	LBT	XS0163559841	EUR	92,000.00	CA34281	11729
6	LBT	XS0176153350	EUR	1,219,000.00	CA34282	11729
7	LBT	XS0178969209	EUR	571,000.00	CA34283	11729
8	LBHI	XS0179304869	EUR	494,000.00	CA34288	11729
9	LBT	XS0181945972	EUR	1,248,000.00	CA34288	11729
10	LBHI	XS0183944843	EUR	1,982,000.00	CA34287	11729
11	LBT	XS0185655445	EUR	365,000.00	CA34289	11729
12	LBT	XS0189294225	EUR	2,498,000.00	CA34291	11729
13	LBHI	XS0189741001	EUR	1,251,000.00	CA34943	11729
14	LBHI	XS0183035358	EUR	515,000.00	CA34319	11729
15	LBT	XS0197173643	EUR	39,000.00	CA34318	11729
16	LBT	XS0200284247	EUR	2,282,000.00	CA34320	11729
17	LBHI	XS0205186456	EUR	2,277,000.00	CA34321	11729
18	LBT	XS0208459023	EUR	50,000.00	CA34323	11729
19	LBT	XS0210433206	EUR	30,000.00	CA34322	11729
20	LBT	XS0210782552	EUR	14,000.00	CA34324	11729
21	LBT	XS0211093041	EUR	176,000.00	CA34326	11729
22	LBT	XS0211814123	EUR	2,580,000.00	CA34325	11729
23	LBHI	XS0213899510	EUR	376,000.00	CA34327	11729
24	LBHI	XS0215349357	EUR	200,000.00	CA34329	11729
25	LBT	XS0218304458	EUR	10,000.00	CA34328	11729
26	LBHI	XS0224346592	EUR	20,000.00	CA34331	11729
27	LBHI	XS0252834576	EUR	100,000.00	CA34330	11729
28	LBHI	XS0282837985	EUR	50,000.00	CA34333	11729

Intesa Sanpaolo S.p.A. Sede Legale: Piazza San Carlo, 156 10121 Torino Sede Secondaria: Via Monte di Pietà, 8 20121 Milano  
Capitale Sociale Euro 6:646,436.318,60 Numero di iscrizione al Registro delle Imprese di Torino e codice fiscale 00799960158  
Partita IVA 10810700152 Aderente al Fondo Interbancario di Tutela dei Depositi e al Fondo Nazionale di Garanzia Iscritta all'Albo delle  
Banche al n. 5361 e Capogruppo del gruppo bancario "Intesa Sanpaolo", iscritto all'Albo dei Gruppi Bancari.

## INTESA SANPAOLO

29	LBT	XS0286535223	EUR	3,000.00	CA34332	11729
30	LBT	XS0302634059	EUR	20,000.00	CA34334	11729
31	LBT	XS0310507743	EUR	5,000.00	CA34335	11729
32	LBT	XS0305848696	EUR	15,000.00	CA34339	11729
33	LBHI	XS0082350587	ITL	435,000,000.00	CA34342	11729
34	LBHI	XS0288648952	EUR	100,000.00	CA34340	11729
35	LBT	XS0298156085	EUR	200,000.00	CA34345	11729
36	LBT	XS0301086475	EUR	30.00	CA37495	11729

Yours faithfully,

  
Mr Ivo Angelin  
Manager

Intesa Sanpaolo S.p.A.  
Torino, 20 October 2009



1  
ICED BORSA

SERVIZIO MONTE TITOLI

MTG/TC15200910222009

DATA 22/10/09 PAG. 1

MSG 706 - ESTRATTO CONTO GIORNALIERO N. 205 DEL 20/10/09  
LISTA TITOLI BLOCCATI E SOSPESI

63062 BANCA MEDIOLANUM

C.R.O. 29301831505

COD. TITOLO	DESCRIZIONE	DEROS	SEGNAL	OPERAZIONE	IMPORTO
IT0000064854	UNICREDIT ORD	63062	S	01 GIRI IN ACCREDITO	1.661,00
IT0000072618	INTESA SANPAOLO ORD	63062	S	01 GIRI IN ACCREDITO	11.125,00
IT0001390019	GANDALF ORD	63062	S	01 GIRI IN ACCREDITO	600,00
IT0003132476	ENI ORD	63062	S	01 GIRI IN ACCREDITO	500,00
IT0003793525	CREDIOP 15 TV	63062	S	01 GIRI IN ACCREDITO	90.000,00
IT0003815955	CREDIOP 10 TV	63062	S	01 GIRI IN ACCREDITO	30.000,00
IT0003855696	ATLANTIC 2 BERENICE	63062	S	01 GIRI IN ACCREDITO	6,00
IT0006578600	LEHMAN BR. 05 17 TM	63062	B	12 MONTE	60.000,00
IT0006617978	HERRILL LYNCH 06 10	63062	S	01 GIRI IN ACCREDITO	5.000,00
IT0006632035	MORGAN STANLEY TV 13	63062	S	01 GIRI IN ACCREDITO	10.000,00
XS0340282739	NBC INTL TV 08 14	63062	S	01 GIRI IN ACCREDITO	10.000,00

**EXHIBIT 4**

**Written Consent June 9, 2005**

A handwritten signature, possibly reading "J", is located in the bottom right corner of the page.

05/08/2005

16:41

LEHMAN → 916467582653

NO.504 001

**UNANIMOUS WRITTEN CONSENT OF THE  
EXECUTIVE COMMITTEE OF THE  
BOARD OF DIRECTORS OF  
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

**WHEREAS**, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

**WHEREAS**, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

**WHEREAS**, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

**WHEREAS**, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

**WHEREAS**, Management wishes to establish additional Guaranteed Subsidiaries,

**WHEREAS**, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

**WHEREAS**, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

**NOW THEREFORE BE IT,**





06-09-05 11:31 JDM INVESTMENTS

ID-2023389294

P.02

JE. 25. 2005 25:11 11:14 - 5-10-2005  
26/06/2005 16:41 11:14 + 31645752263

ID. 290 004  
NO. 324 002

**RESOLVED**, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

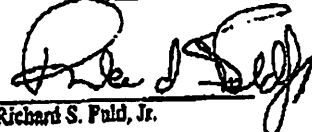
**RESOLVED**, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

**RESOLVED**, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

**RESOLVED**, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegate thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

**FURTHER RESOLVED**, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005

  
Richard S. Fuld, Jr.

  
John D. Macomber



06/08/2005 16:41

LEHMAN + 916467582653

ND.504 003

**Schedule A**  
**to LBHI Unanimous Written Consent**  
**dated June 9, 2005**

	Name of Subsidiary	Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No

ALLEN & OVERY

United States Bankruptcy Court/Southern District of New York

Epiq Bankruptcy Solutions, LLC  
Attn: Lehman Brothers Holdings Claims Processing  
757 Third Avenue, 3rd Floor  
New York, NY 10017

Allen & Overy  
Corso Venezia Emanuele II 284  
00186 Rome Italy  
Tel +39 06 6842 71  
Fax +39 06 6842 7333  
E-mail glaspardo.garofalo@alcovery.com

October 28, 2009

**BANCA MEDIOLANUM S.p.A. - PROOFS OF CLAIM AGAINST LEHMAN BROTHERS HOLDINGS INC.**

To: United States Bankruptcy Court/Southern District of New York

Acting on behalf of Banca Mediolanum S.p.A., please find enclosed two original copies of the proofs of claim hereby filed by Banca Mediolanum S.p.A. against Lehman Brothers Holdings Inc., together with photocopies of the original proofs of claim. Please retain and time-stamp the original proofs of claim and please time-stamp and return the photocopies (time-stamped as "RECEIVED") by using the enclosed prepaid envelop.

Kind regards,

Allen & Overy

Giampaolo Garofalo  
Senior Associate



**STUDIO LEGALE ASSOCIATO**

Giampaolo Garofalo  
Avv. Francesco Sestini  
Craig Lyons  
Avv. Francesco Carlucci

Avv. Silvio Stalder  
Avv. G. Mariafrancesca DeLuca  
Avv. Roberto D'Amico  
Prof. Francesco

Avv. Giovanni Garofalo  
Avv. Massimo Cusi  
Onl. Carl. Francesco Cusi  
Avv. Paolo Luciani

Avv. Stefano Santuz  
Avv. Carlo Tassinari  
Avv. Cristina Tassinari

<sup>1</sup> New York Bar  
<sup>2</sup> Massachusetts Bar  
<sup>3</sup> Solicitor, England and Wales  
<sup>4</sup> Solicitor and Solicitor, Irish Courts  
<sup>5</sup> Head of Tax Office, Italian equivalent status

Allen Office: 4th Floor, 111 Wall Street, New York, NY 10038  
Phone Office: Corso Venezia Emanuele II 284, 00186 Rome Italy  
Fax Office: Corso Venezia Emanuele II 284, 00186 Rome Italy

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**AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY**

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **BANCA MEDIOLANUM S.p.A.** ("Seller"), acting on behalf of one or more of its customers (the "Customers") hereby unconditionally and irrevocably sells, transfers and assigns to **BANCA FIDEURAM S.p.A.** ("Banca Fideuram") acting on behalf of one or more of its customers (Banca Fideuram together with its customers, the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number **56626** filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller and its Customers relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller and its Customers' right, title and interest in, to and under the transfer agreements, if any, under which Seller and Customer(s) or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller and its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) neither Seller nor its Customer has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing



Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 27 day of November 2012.

**BANCA MEDIOLANUM S.P.A.**

By: 

Name: Massimo Doris

Title: Chief Executive Officer

Via F. Sforza  
20080 Basiglio (Milano), Italy

Attn: Stefano Greco  
phone 0039 0290492941  
fax 0039 0290492406  
mail [LehmanTeam@mediolanum.it](mailto:LehmanTeam@mediolanum.it)

**BANCA FIDEURAM S.P.A.**

By: 

Name: Emanuele Castro

Title: Legal Department

Piazzale G. Douhet 31  
Roma 00143, Italy

Attn: Emanuele Castro  
phone 00390659027565  
fax 00390659027211  
mail [dir-legale@bancafideuram.it](mailto:dir-legale@bancafideuram.it)



Schedule 1

Transferred Claims

Purchased Claim

66.666666% of XS0301086475 = USD 28,302.00 of USD 42,453.00 (i.e. the outstanding amount of XS0301086475 as described in the Proof of Claim dated 26 October, 2009 and filed on 29 October, 2009),

Which equals 0.161155% of the Proof of Claim = USD 28,302.00 of USD 17,561,999.56 (the outstanding amount of the Proof of Claim dated 26 October, 2009 and filed on 29 October, 2009).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
LEHMAN BROS TSY BASKET LG2011 ZT	XS0301086475	[Lehman Brothers Treasury Co. B.V.]	Lehman Brothers Holdings I.n.c	EUR 20,000 Wich is equivalent to USD 28,302.00	[ ]	07/04/2049	EUR 20,000.00 Wich is equivalent to USD 28,302.00

BANCA MEDIOLANUM S.P.A.



BANCA FIDEURAM S.P.A.



EXHIBIT C

Address for Notices:

Banca Fideuram Spa (*Transferee*)  
Legal Department  
Roma 00143, P.le G. Douhet 31  
Italy

Attn:

Emanuele Castro  
tel 0039 0659027565  
fax 0039 0659027211  
mail: [dir-legale@bancafideuram.it](mailto:dir-legale@bancafideuram.it)